

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION**

HALEA WILLIAMS,

Plaintiff,

v.

Case No. 1:19-cv-00861-LY

RESOURCE ONE CREDIT UNION,
USAA FEDERAL SAVINGS BANK,
EQUIFAX INFORMATION SERVICES,
LLC, TRANS UNION, LLC, and
EXPERIAN INFORMATION
SOLUTIONS, INC.,

Defendants.

**DEFENDANT EXPERIAN INFORMATION SOLUTIONS, INC.'S ANSWER AND
AFFIRMATIVE DEFENSES TO PLAINTIFF'S COMPLAINT**

Rebecca W. Anthony
State Bar No. 24093345
JONES DAY
2727 North Harwood St.
Dallas, TX 75201
Telephone: 214.220.3939
Facsimile: 214.969.5100

*Attorney for Defendant
Experian Information Solutions, Inc.*

Defendant Experian Information Solutions, Inc. (hereinafter “Experian”), by and through the undersigned counsel, responds to Plaintiff’s Complaint as follows.

By adopting the headings set forth in the Complaint for organizational purposes only, Experian does not admit any of the allegations set forth therein.

PRELIMINARY STATEMENT

1. In response to paragraph 1 of the Complaint, Experian admits that Plaintiff purports to quote the Consumer Financial Protect Bureau, which speaks for itself, and denies any allegations inconsistent therewith. Except as specifically admitted, Experian denies, generally and specifically, each and every remaining allegation of paragraph 1 of the Complaint.

JURISDICTION

2. In response to paragraph 2 of the Complaint, Experian admits that Plaintiff has alleged jurisdiction based on 28 U.S.C. § 1331. Experian states that this is a legal conclusion which is not subject to denial or admission.

3. In response to paragraph 3 of the Complaint, Experian admits that Plaintiff has alleged venue is proper based on 28 U.S.C. § 1391(b)(2). Experian states that this is a legal conclusion which is not subject to denial or admission.

4. In response to paragraph 4 of the Complaint, Experian admits that Plaintiff has alleged venue is proper. Experian states that this is a legal conclusion which is not subject to denial or admission. Experian further admits that it is qualified to do business and does conduct business in this District. Except as specifically admitted, Experian denies, generally and specifically, each and every remaining allegation regarding Experian of paragraph 4 of the Complaint. As to the allegations in paragraph 4 of the Complaint that relate to the other defendants, Experian does not have knowledge or information sufficient to form a belief as to the

truth of those allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 4 of the Complaint.

5. In response to paragraph 5 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

6. In response to paragraph 6 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

7. In response to paragraph 7 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

8. In response to paragraph 8 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

9. In response to paragraph 9 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

10. In response to paragraph 10 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

11. In response to paragraph 11 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

12. In response to paragraph 12 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

13. In response to paragraph 13 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

14. In response to paragraph 14 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

15. In response to paragraph 15 of the Complaint, Experian admits that it is an Ohio corporation with its principal place of business in Costa Mesa, California. Experian further admits that it is qualified to do business and does conduct business in the State of Texas. Experian further admits that its registered agent in Texas is CT Corporation System. Except as specifically admitted, Experian denies, generally and specifically, each and every remaining allegation of paragraph 15 of the Complaint.

16. In response to paragraph 16 of the Complaint, Experian admits that it is a consumer reporting agency as defined by 15 U.S.C. § 1681a(f) and, as such, issues consumer reports as defined by 15 U.S.C. § 1681a(d). Except as specifically admitted, Experian denies, generally and specifically, each and every remaining allegation of paragraph 16 of the Complaint.

17. In response to paragraph 17 of the Complaint, Experian admits that it is a consumer reporting agency as defined by 15 U.S.C. § 1681a(f) and, as such, issues consumer reports as defined by 15 U.S.C. § 1681a(d). Except as specifically admitted, Experian denies,

generally and specifically, each and every remaining allegation of paragraph 17 of the Complaint.

FACTUAL ALLEGATIONS

18. In response to paragraph 18 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

19. In response to paragraph 19 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

20. In response to paragraph 20 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

21. In response to paragraph 21 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

22. In response to paragraph 22 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

23. In response to paragraph 23 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

24. In response to paragraph 24 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

25. In response to paragraph 25 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

26. In response to paragraph 26 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

27. In response to paragraph 27 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

28. In response to paragraph 28 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

29. In response to paragraph 29 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein that relates to Experian. As to the allegations in paragraph 29 of the Complaint that relate to the Plaintiff or to other defendants, Experian does not have knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 29 of the Complaint.

30. In response to paragraph 30 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

31. In response to paragraph 31 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

32. In response to paragraph 32 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

33. In response to paragraph 33 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

34. In response to paragraph 34 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

35. In response to paragraph 35 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein that relates to Experian. As to the allegations in paragraph 35 of the Complaint that relate to the other defendants, Experian does not have knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 35 of the Complaint.

36. In response to paragraph 36 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

37. In response to paragraph 37 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

38. In response to paragraph 38 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

39. In response to paragraph 39 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein that relates to Experian. As to the allegations in paragraph 39 of the Complaint that relate to Plaintiff or the other defendants, Experian does not have knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 39 of the Complaint.

40. In response to paragraph 40 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein that relates to Experian. As to the allegations in paragraph 40 of the Complaint that relate to Plaintiff or the other defendants, Experian does not have knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 40 of the Complaint.

41. In response to paragraph 41 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein that relates to Experian. As to the

allegations in paragraph 41 of the Complaint that relate to Plaintiff or the other defendants, Experian does not have knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 41 of the Complaint.

42. In response to paragraph 42 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein that relates to Experian. As to the allegations in paragraph 42 of the Complaint that relate to Plaintiff or the other defendants, Experian does not have knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 42 of the Complaint.

43. In response to paragraph 43 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein that relates to Experian. As to the allegations in paragraph 43 of the Complaint that relate to Plaintiff or the other defendants, Experian does not have knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 43 of the Complaint.

44. In response to paragraph 44 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein that relates to Experian. As to the allegations in paragraph 44 of the Complaint that relate to Plaintiff or the other defendants, Experian does not have knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 44 of the Complaint.

45. In response to paragraph 45 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein that relates to Experian. As to the allegations in paragraph 45 of the Complaint that relate to Plaintiff or the other defendants, Experian does not have knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 45 of the Complaint.

46. In response to paragraph 46 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein that relates to Experian. As to the allegations in paragraph 46 of the Complaint that relate to Plaintiff or the other defendants, Experian does not have knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 46 of the Complaint.

47. In response to paragraph 47 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein that relates to Experian. As to the allegations in paragraph 47 of the Complaint that relate to Plaintiff or the other defendants, Experian does not have knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 47 of the Complaint.

CAUSES OF ACTION
COUNT I

Violations of the Fair Credit Reporting Act as to USAA Federal Savings Bank

48. In response to paragraph 48 of the Complaint, Experian incorporates by reference its responses to paragraphs 1 through 47 of the Complaint.

49. In response to paragraph 49 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

50. In response to paragraph 50 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

51. In response to paragraph 51 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

52. In response to paragraph 52 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

53. In response to paragraph 53 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

54. In response to paragraph 54 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

55. In response to paragraph 55 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein. Experian further denies that Plaintiff is entitled to any of the relief set forth therein against Experian.

56. In response to paragraph 56 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein. Experian further denies that Plaintiff is entitled to any of the relief set forth therein against Experian.

In response to the unnumbered paragraph beginning with “WHEREFORE,” Experian denies that Plaintiff is entitled to any of the relief set forth therein against Experian.

COUNT II
Violations of the Fair Credit Reporting Act as to Resource One Credit Union

57. In response to paragraph 57 of the Complaint, Experian incorporates by reference its responses to paragraphs 1 through 47 of the Complaint.

58. In response to paragraph 58 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

59. In response to paragraph 59 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

60. In response to paragraph 60 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

61. In response to paragraph 61 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

62. In response to paragraph 62 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

63. In response to paragraph 63 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

64. In response to paragraph 64 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein. Experian further denies that Plaintiff is entitled to any of the relief set forth therein against Experian.

65. In response to paragraph 65 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein. Experian further denies that Plaintiff is entitled to any of the relief set forth therein against Experian.

In response to the unnumbered paragraph beginning with “WHEREFORE,” Experian denies that Plaintiff is entitled to any of the relief set forth therein against Experian.

COUNT III
Violations of the Fair Credit Reporting Act as to Equifax Information Services, LLC

66. In response to paragraph 66 of the Complaint, Experian incorporates by reference its responses to paragraphs 1 through 47 of the Complaint.

67. In response to paragraph 67 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

68. In response to paragraph 68 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

69. In response to paragraph 69 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein. Experian further denies that Plaintiff is entitled to any of the relief set forth therein against Experian.

70. In response to paragraph 70 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein. Experian further denies that Plaintiff is entitled to any of the relief set forth therein against Experian.

In response to the unnumbered paragraph beginning with “WHEREFORE,” Experian denies that Plaintiff is entitled to any of the relief set forth therein against Experian.

COUNT IV
Violations of the Fair Credit Reporting Act as to Equifax Information Services, LLC

71. In response to paragraph 71 of the Complaint, Experian incorporates by reference its responses to paragraphs 1 through 47 of the Complaint.

72. In response to paragraph 72 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

73. In response to paragraph 73 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

74. In response to paragraph 74 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein. Experian further denies that Plaintiff is entitled to any of the relief set forth therein against Experian.

75. In response to paragraph 75 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein. Experian further denies that Plaintiff is entitled to any of the relief set forth therein against Experian.

In response to the unnumbered paragraph beginning with “WHEREFORE,” Experian denies that Plaintiff is entitled to any of the relief set forth therein against Experian.

COUNT V
Violations of the Fair Credit Reporting Act as to as to TransUnion, LLC

76. In response to paragraph 76 of the Complaint, Experian incorporates by reference its responses to paragraphs 1 through 47 of the Complaint.

77. In response to paragraph 77 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

78. In response to paragraph 78 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

79. In response to paragraph 79 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein. Experian further denies that Plaintiff is entitled to any of the relief set forth therein against Experian.

80. In response to paragraph 80 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein. Experian further denies that Plaintiff is entitled to any of the relief set forth therein against Experian.

In response to the unnumbered paragraph beginning with “WHEREFORE,” Experian denies that Plaintiff is entitled to any of the relief set forth therein against Experian.

COUNT VI
Violations of the Fair Credit Reporting Act as to as to TransUnion, LLC

81. In response to paragraph 81 of the Complaint, Experian incorporates by reference its responses to paragraphs 1 through 47 of the Complaint.

82. In response to paragraph 82 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

83. In response to paragraph 83 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

84. In response to paragraph 84 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein. Experian further denies that Plaintiff is entitled to any of the relief set forth therein against Experian.

85. In response to paragraph 85 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein. Experian further denies that Plaintiff is entitled to any of the relief set forth therein against Experian.

In response to the unnumbered paragraph beginning with “WHEREFORE,” Experian denies that Plaintiff is entitled to any of the relief set forth therein against Experian.

COUNT VII
Violations of the Fair Credit Reporting Act as to Experian Information Solutions. Inc.

86. In response to paragraph 86 of the Complaint, Experian incorporates by reference its responses to paragraphs 1 through 47 of the Complaint.

87. In response to paragraph 87 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein.

88. In response to paragraph 88 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein.

89. In response to paragraph 89 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein, and denies that Plaintiff is entitled to damages or any other relief whatsoever from Experian.

90. In response to paragraph 90 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein, and denies that Plaintiff is entitled to damages or any other relief whatsoever from Experian.

In response to the unnumbered paragraph beginning with “WHEREFORE,” Experian denies that Plaintiff is entitled to any of the relief set forth therein against Experian.

COUNT VIII

Violations of the Fair Credit Reporting Act as to Experian Information Solutions. Inc.

91. In response to paragraph 91 of the Complaint, Experian incorporates by reference its responses to paragraphs 1 through 47 of the Complaint.

92. In response to paragraph 92 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein.

93. In response to paragraph 93 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein.

94. In response to paragraph 94 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein, and denies that Plaintiff is entitled to damages or any other relief whatsoever from Experian.

95. In response to paragraph 95 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein, and denies that Plaintiff is entitled to damages or any other relief whatsoever from Experian.

In response to the unnumbered paragraph beginning with “WHEREFORE,” Experian denies that Plaintiff is entitled to any of the relief set forth therein against Experian.

AFFIRMATIVE DEFENSES

In further response to Plaintiff’s Complaint, Experian hereby asserts the following affirmative defenses, without conceding that it bears the burden of persuasion as to any of them.

FIRST AFFIRMATIVE DEFENSE

The Complaint herein, and each cause of action thereof, fails to set forth facts sufficient to state a claim upon which relief may be granted against Experian and further fails to state facts sufficient to entitle Plaintiff to the relief sought, or to any other relief whatsoever from Experian.

SECOND AFFIRMATIVE DEFENSE

All claims against Experian are barred because all information Experian communicated to any third person regarding Plaintiff was true.

THIRD AFFIRMATIVE DEFENSE

Experian is informed and believes and thereon alleges that any purported damages allegedly suffered by Plaintiff are the results of the acts or omissions of third persons over whom Experian had neither control nor responsibility.

FOURTH AFFIRMATIVE DEFENSE

Plaintiff has failed to mitigate her damages.

FIFTH AFFIRMATIVE DEFENSE

The Complaint and each claim for relief therein is barred by laches.

SIXTH AFFIRMATIVE DEFENSE

Experian is informed and believes and thereon alleges that any alleged damages sustained by Plaintiff were, at least in part, caused by the actions of Plaintiff herself and/or third parties

and resulted from Plaintiff's or third parties' own negligence, which equaled or exceeded any alleged negligence or wrongdoing by Experian.

SEVENTH AFFIRMATIVE DEFENSE

Any damages that Plaintiff may have suffered, which Experian continues to deny, were the direct and proximate result of the conduct of Plaintiff. Therefore, Plaintiff is estopped and barred from recovery of any damages.

EIGHTH AFFIRMATIVE DEFENSE

Experian is informed and believes and thereon alleges that all or some claims for relief in the Complaint are barred by the applicable statutes of limitation, including, but not limited to, 15 U.S.C. § 1681p.

NINTH AFFIRMATIVE DEFENSE

The Complaint, and each claim for relief therein that seeks equitable relief, is barred by the doctrine of unclean hands.

TENTH AFFIRMATIVE DEFENSE

Plaintiff's alleged damages were not caused by Experian, but by an independent intervening cause.

ELEVENTH AFFIRMATIVE DEFENSE

In the event that a settlement is reached between Plaintiff and any other party, Experian is entitled to any settlement credits permitted by law.

TWELFTH AFFIRMATIVE DEFENSE

Plaintiff's claims for exemplary or punitive damages violate the Fourteenth Amendment, the excessive fines clause of the Eighth Amendment, and the Due Process Clause of the United States Constitution, and violate the Constitution and laws of Texas.

Experian reserves the right to assert additional affirmative defenses at such time and to such extent as warranted by discovery and the factual developments in this case.

WHEREFORE, Defendant Experian Information Solutions, Inc. prays as follows:

- (1) That Plaintiff take nothing by virtue of the Complaint herein and that this action be dismissed in entirety;
- (2) For costs of suit and attorneys' fees herein incurred; and
- (3) For such other and further relief as the Court may deem just and proper.

Dated: October 17, 2019

Respectfully submitted,

/s/ Rebecca W. Anthony

Rebecca W. Anthony

State Bar No. 24093345

JONES DAY

2727 North Harwood St.

Dallas, TX 75201

Telephone: 214.220.3939

Facsimile: 214.969.5100

Attorney for Defendant

Experian Information Solutions, Inc.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 17th day of October, 2019, I caused the foregoing to be electronically filed with the clerk of court for the U.S. District Court, Western District of Texas, by using the CM/ECF system, which will send a notice of electronic filing to all counsel of record.

/s/ Rebecca W. Anthony
Rebecca W. Anthony